



STATE OF ALABAMA

DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 14-X-2249303

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T530  
DATE ISSUED : 09/16/13  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1504918  
BUYER NAME : JAERI ELLIS

FOR: PC'S / SERVERS - APPLE  
\* RE-BID \*

BUYER PHONE NO. : (334) 242-7259-  
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 10/15/13 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 10/16/13 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE  
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_

\*\*\*\*\* IMPORTANT NOTE: \*\*\*\*\*

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE  
ITEM 6 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.  
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN  
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO  
REFRAIN FROM BIDDING.

SWORN TO AND

VENDOR NUMBER  
(MUST MATCH REGISTRATION)

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_ DAY OF \_\_\_\_\_

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: \_\_\_\_\_

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

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INVITATION TO BID

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

BID (ITB) RESPONSE INSTRUCTIONS

REV: 03/31/11

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
6. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE EXACT COPY OF THE SIGNED, NOTARIZED INVITATION-TO-BID TO INCLUDE ANY REQUIRED ADDENDUM(S) AND DOCUMENTATION. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
7. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX  
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED  
BID RECEIVED LATE  
BID NOT SIGNED/NOT ORIGINAL SIGNATURE  
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION  
NOTARIZED OWN SIGNATURE  
REQUIRED INFORMATION NOT SUBMITTED WITH BID  
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY  
BID RECEIVED FROM NON-REGISTERED/EXPIRED VENDOR

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 AND AS AMENDED BY ACT 2012-491)

AS A CONDITION FOR AWARD OF THIS ITB, THE VENDOR ACKNOWLEDGES THE FOLLOWING:

"BY SIGNING THIS CONTRACT, THE CONTRACTING PARTIES AFFIRM, FOR THE DURATION OF ANY AGREEMENT THAT THEY WILL NOT VIOLATE FEDERAL IMMIGRATION LAW OR KNOWINGLY EMPLOY, HIRE FOR EMPLOYMENT, OR CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN WITHIN THE STATE OF ALABAMA. FURTHERMORE, A CONTRACTING PARTY FOUND TO BE IN VIOLATION OF THIS PROVISION SHALL BE DEEMED IN BREACH OF THE AGREEMENT AND SHALL BE RESPONSIBLE FOR ALL DAMAGES RESULTING THEREFROM."

STANDARD TERMS & CONDITIONS

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VERIFICATION OF ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED PRIOR TO ANY AWARD TO A VENDOR WHO EMPLOYS ONE OR MORE EMPLOYEES WITHIN THE STATE OF ALABAMA. E-VERIFY DOCUMENTATION SHOULD BE IDENTIFIED WITH THE BID NUMBER AND THE BUYER NAME. FAILURE TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION WILL RESULT IN THE REJECTION OF YOUR BID. TO ENROLL IN THE E-VERIFY PROGRAM VISIT [WWW.DHS.GOV/E-VERIFY](http://WWW.DHS.GOV/E-VERIFY).

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

VENDOR REGISTRATION AND FEE PAYMENT ONLINE

EFFECTIVE SEPTEMBER 1, 2010, VENDORS MUST REGISTER ONLINE TO RECEIVE NOTIFICATION OF BIDS. GO TO WWW.PURCHASING.ALABAMA.GOV TO REGISTER. BIDS WILL NOT BE ACCEPTED FROM NON-REGISTERED VENDORS FOR BIDS ISSUED AFTER SEPTEMBER 1, 2010. A VENDOR'S REGISTRATION MUST BE MAINTAINED THROUGHOUT THE LIFE CYCLE OF AN AWARDED CONTRACT, TO INCLUDE RENEWAL PERIODS. AT THE TIME OF REGISTRATION, VENDOR MUST PAY A BIENNIAL REGISTRATION FEE. PAYMENT MUST BE MADE BY CREDIT CARD, DEBIT CARD, OR BY ELECTRONIC CHECK. VENDOR NUMBER SUBMITTED ON BID RESPONSE MUST MATCH VENDOR REGISTRATION OR THE BID WILL BE REJECTED.

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

COMPLIANCE WITH THE REPORTING REQUIREMENTS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA): WHEN THE SELECTED VENDOR IS NOTIFIED BY THE PROCURING AGENCY THAT SPECIFIC PURCHASES ARE BEING PAID WITH ARRA OR STIMULUS FUNDS, THE VENDOR SHALL COMPLY WITH THE ARRA REPORTING REQUIREMENTS DEFINED BY THE FEDERAL OMB. THE PROCURING AGENCY IS RESPONSIBLE FOR INFORMING THE AWARDED VENDOR AS SOON AS THE AGENCY IS AWARE THAT ARRA OR STIMULUS FUNDS ARE BEING USED TO PURCHASE ITEMS OR SERVICES AWARDED BY THE ITB AND WHETHER TO REPORT THE INFORMATION TO THE PROCURING AGENCY OR DIRECTLY TO THE FEDERAL GOVERNMENT. THE PROCURING AGENCY MAY NOTIFY THE VENDOR AT THE TIME THE PURCHASE ORDER IS PROCESSED, BY CHANGE ORDER, E-MAIL OR LETTER. THE VENDOR SHALL PROVIDE THE REQUESTED REPORT INFORMATION AS REQUIRED BY LAW.

AWARD:

AWARD WILL BE MADE BY LINE TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

DEFAULT:

WHEN A VENDOR DEFAULTS ON A CONTRACT/PURCHASE ORDER, THE STATE CAN PROCURE THE GOODS OR SERVICES FROM OTHER SOURCES AND HOLD THE VENDOR RESPONSIBLE FOR ANY EXCESS IN PRICE/HANDLING. THE VENDOR MAY BE BARRED FROM BIDDING FOR AN INDETERMINATE PERIOD.

ADMINISTRATIVE FEE:

AWARDED BIDDER(S) SHALL PAY THE STATE AN ADMINISTRATIVE FEE FOR ALL SALES MADE UNDER THIS CONTRACT. THIS FEE SHALL BE 1% (0.01) OF THE TOTAL DOLLAR AMOUNT FOR ALL SALES. THE FEE WILL BE PAID EACH MONTH BEFORE THE 20TH AND WILL REPRESENT A SINGLE, ONE-TIME PAYMENT FOR ALL SALES MADE IN THE PRIOR MONTH AND AS ADJUSTED FOR ERRORS ASSOCIATED WITH EARLIER MONTHS. THIS FEE SHALL NOT BE LISTED AS A SEPARATE COST ON INVOICES. THE AWARDED BIDDER(S) WILL BE REQUIRED TO PROVIDE A SUMMARY REPORT EACH MONTH BEFORE THE 20TH LISTING SALES MADE DURING THE PRIOR CALENDAR MONTH. THIS REPORT IS TO INCLUDE THE CONTRACT NUMBER, PURCHASING ENTITY, SALES AMOUNT, AND FEE AMOUNT. A REPORT IS DUE EVEN WHEN THERE IS NO ACTIVITY. THIS REPORT SHALL BE SENT ELECTRONICALLY TO TELECOM.ADMIN@ISD.ALABAMA.GOV. A COPY OF THE THE SUMMARY REPORT SHALL ALSO ACCOMPANY THE PAYMENT.

REMITTANCE SHALL BE PAYABLE TO THE "STATE OF ALABAMA DEPARTMENT OF FINANCE" AND BE SENT TO:

ALABAMA DEPARTMENT OF FINANCE  
DIVISION OF ACCOUNTING AND ADMINISTRATION  
PO BOX 300658  
MONTGOMERY ALABAMA 36130-0658

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

FOR INTERNAL INFORMATION ONLY: FEE DISTRIBUTION 1/2 % TO THE STATE PROCUREMENT FUND AND 1/2 % TO THE FINANCE ISD REVOLVING FUND.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES. DO NOT SHOW FREIGHT AS A SEPARATE COST.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) DAYS FROM RECEIPT OF REQUEST.

OEM PRODUCT:

ALL EQUIPMENT MUST BE NEW FACTORY SEALED OEM PRODUCT SOURCED THROUGH MANUFACTURER AUTHORIZED DISTRIBUTION SOURCES AND CARRY THE ORIGINAL MANUFACTURER'S FULL WARRANTY. NO REMANUFACTURED, REFURBISHED, EXCHANGED OR REPAIRED PRODUCTS WILL BE ACCEPTED.

PURPOSE:

ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR ALL STATE AGENCIES. CONTRACT PRICES ARE AVAILABLE TO ALL LOCAL GOVERNMENTAL AGENCIES.

## PRICE SHEET

VENDOR NAME :

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## INVITATION TO BID

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW:					
SHIP TO: R1 /					
STATEWIDE					
00001	COMMODITY CODE: 205-11-056687 PERSONAL COMPUTER, APPLE PERCENTAGE DISCOUNT FROM MSRP	1	EA		
	LAPTOPS/NOTEBOOKS _____ %				
	TABLETS/SLATES _____ %				
	DESKTOPS _____ %				
	WORKSTATIONS _____ %				
	MONITORS/DISPLAYS _____ %				
	COMPUTER ACCESSORIES AND OPTIONS _____ %				
PLACE DISCOUNT LEVELS ON "ATTACHMENT B"					
00002	COMMODITY CODE: 205-11-056697 SERVER, COMPUTER, APPLE PERCENTAGE DISCOUNT FROM MSRP	1	EA		
	STANDARD OR EXPRESS SERVERS _____ %				
	ENTERPRISE SERVERS _____ %				
	SERVER ACCESSORIES AND OPTIONS _____ %				
PLACE DISCOUNT LEVELS ON "ATTACHMENT B"					
PAGE TOTAL					
BID TOTAL					

**INVITATION TO BID  
FOR  
PCs, MONITORS, AND SERVERS  
APPLE CATALOG**



**ISSUED BY  
STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
INFORMATION SERVICES DIVISION**

**September 13, 2013**



**SECTION I**  
**PCs, MONITORS, AND SERVERS APPLE CATALOG**  
**INVITATION TO BID**  
**ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

**I.1. OBJECTIVE:** The purpose of this Invitation to Bid (ITB) of the State of Alabama, herein referred to as State, is to establish enterprise contracts to be used by State agencies, political subdivisions, and local government agencies to purchase Apple computer hardware consisting of personal computers, monitors, and servers.

The computer hardware will be awarded by category and a contract will be awarded for each category. The Personal Computer (PC) category contains commercial/enterprise business class personal computer systems, monitors and personal computer accessories manufactured by Apple. Server category consists of servers and server accessories manufactured by Apple. The server category is restricted to X86 architecture servers. The sever category excludes mainframe, midrange, AS-400, and RISC based servers.

BIDDERS may bid on one or both categories of computer hardware. Each category will be awarded to the lowest responsible bidder that meets all the requirements. The BIDDERS responding to this ITB will provide a complete manufacturer's catalog of PC and/or server products offering the State a fixed percentage discount off the Manufacturer's Suggested Retail Price (MSRP) as specified for each category bid and product line as shown in Table 1 on Attachment A. The percentage discount off shall also apply to configured or build to order pricing for the product lines or categories included in this ITB. The percentage off MSRP will also apply to options and accessories included as part of the response to this ITB. The bidders should submit the full manufacturer's catalog(s) of PC and/or server products with their bid. Failure to bid the complete PC and/or server catalog will result in rejection of the bid. The State reserves the right to reject items listed in the manufacturer's catalog(s) if deemed inappropriate for the hardware category bid or for state use.

The State has established a framework that will ensure that bidders will meet a baseline set of requirements: overall business and financial health, commitment to the State, service and support and quality assurance and testing. This framework is designed to ensure that bidders are best matched to meet specific requirements of the State and are strategic business partners.

The terms vendor and bidder are used interchangeably in this document and refer to the entity submitting a response to this ITB or awarded the contract. The term manufacturer refers to the computer hardware manufacturer or computer hardware sold under the manufacturer's brand name.

**I.2. ADMINISTRATIVE FEE:** The awarded bidder shall pay each month to the Dept. of Finance an administrative fee in the amount of 1% for all sales made during the prior month. This 1% fee will be distributed as ½ % to Finance ISD Revolving Fund and ½ % to the State Procurement Fund. Refer to the terms and conditions section of this bid for further instructions regarding reporting and remittance.

**I.3. CONTRACT PERIOD:** A 12-month contract will be established for the awarded Vendors to begin on the date of award with an option to renew for up to four (4) additional 12-

month contract periods, commencing after expiration of the previous 12 month contract period, or extend the existing contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same or greater percentage discount pricing, with the same terms and conditions. Any successive contract must have the written approval of both the State and the awarded Vendor.

**I.4. ELIGIBILITY:** The BIDDER, if not the manufacturer, must be certified by the manufacturer to sell, install, and maintain Apple products.

**I.4.1 Manufacturer's Certification Letter** – Prior to award the BIDDER must provide a letter from the manufacturer stating that the bidder is certified to sell, install, and maintain the manufacturer's products. The manufacturer's letter must state the BIDDER is in good standing and approved by the manufacturer to bid on this contract as an **authorized government reseller**. The manufacturer's letter must be signed and include the contact information of the individual confirming the BIDDER'S status. The contact information must include:

- Organization's Name
- Name of Person who signed the letter
- Title
- Address
- Phone numbers
- E-mail address

Neither State Purchasing nor Finance-ISD will correct or attempt to correct any information errors provided by the BIDDER concerning required contact information. If the State is unable to contact the signee of the manufacturer's certification letter, after making three (3) attempts, the BIDDER will be disqualified. If the signee does not confirm the authenticity of the letter, the BIDDER will be disqualified.

Failure to meet the manufacturer's certification requirements will disqualify the BIDDER.

**I.4.2 Manufacturer:** Prior to award the bidder must provide a manufacturer's representative or contact that can be used to validate any MSRP bid or provide manufacturer information upon request by the State. The contact information must include:

- Name
- Title
- Phone Number
- E-mail Address

The manufacturer's representative will be used by ISD or State Purchasing at any time to validate MSRP pricing. The manufacturer's representative must respond to telephone or

e-mail requests for MSRP data as per the awarded ITB upon request by ISD and/or State Purchasing. Repeated failure to respond in a timely manner to requests by ISD or State Purchasing may result in the contract being cancelled. The manufacturer's representative will not be used for price quotes or to purchase items included in this ITB by state and local governments. A manufacturer may have a representative for each category.

**I.5. RESPONSE SUBMISSIONS AND BID FORMAT:** Bidders must submit one signed original bid response which includes all attachments in paper form and one exact copy of their complete bid response in paper form. In addition to all other requested information, Bidders should also submit two (2) Microsoft Word or searchable PDF soft copies of their bid proposal including Attachment A. Submitted soft copies should be submitted on CD, DVD or flash drive media that are labeled for identification.

Bids should be in the same format and sequence as presented in this ITB. If specific documentation or information is required in order to describe how the bidder will meet a requirement, a complete explanation of how the bidder will meet the requirement is necessary. A simple statement such as "Read, understands and will comply" **will not** be sufficient. . The bidder is responsible for providing information sufficient to allow a fair and equitable evaluation of their bid.

Vendors must bid on all the product lines for any category bid as shown in Table 1 on Attachment A with the specified manufacturer's computer equipment.

Vendors must acknowledge in their bid response that the discount percentage rate applies to all products in the manufacturer's catalog for the Product Lines or categories (PC and/or Servers) bid and listed in Table 1 on Attachment A.

To facilitate the bidder's response, a MS Word copy of this ITB can be downloaded from:

[http://isd.alabama.gov/planning/documents/PC\\_APPLE2013.doc](http://isd.alabama.gov/planning/documents/PC_APPLE2013.doc)

**I.6. SECURITY STATEMENT:** The State of Alabama information security policies apply to all users (State of Alabama employees, contractors, vendors, and business partners) of any State-managed information resources. By accepting the award of this contract, the Vendor certifies to the State that all contractor and subcontractor personnel will comply with the State of Alabama information security policies, procedures and standards including any future information security policy changes or enhancements. The bidder must ensure that personnel involved with any State agency project shall be advised of the confidential nature of information contained in State files as well as the safeguards required and criminal and civil sanctions due to non-compliance with federal and State statutes.

**I.6.1. State Information Technology Security Policies, Standards and Guidelines** are posted at <http://isd.alabama.gov/Cyber/policies.aspx>.

**I.6.2. Maintenance Cycle:** Anytime it become necessary for a Vendor to access, remove or replace a computer or component containing any State of Alabama data, the Vendor will be liable for ensuring the security of this information during the entire maintenance cycle.

**I.7. INQUIRIES:** Any questions that arise concerning technical specifications must be emailed to:

Art Bess  
Information Services Division  
Email: [Art.Bess@isd.alabama.gov](mailto:Art.Bess@isd.alabama.gov)

Procedural questions and copies of all questions must be emailed to:

Jaeri Ellis, Buyer  
Division of Purchasing  
Email: [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov)

From the date of issuance of this ITB, until the award is made and announced, all questions concerning this ITB shall be directed to the points of contact listed above. It is not permissible for any Bidder, or any entity working on behalf of a Bidder, to solicit information regarding this ITB from any government source (federal or State) other than from the official points of contact listed above. Questions concerning this ITB must be submitted in writing by e-mail no later than September 30<sup>th</sup> at 5:00 PM central time. Any reported unauthorized solicitations for information are grounds for disqualification of the Vendor's bid.

**I.8. CONFIGURATION ASSISTANCE AND PURCHASE SUPPORT:** Awarded Vendor must establish an Account Management Team dedicated to the State with contact names, an 800 phone number, E-mail and fax number. The team must be accessible to provide configuration assistance, technical purchasing support, quotes, and answer procurement/ordering questions 8 am – 5 pm CT M-F. Written complaints to ISD and/or State Purchasing by user agencies that Vendor is non-responsive may result in contract cancellation.

**I.9. INSTALLATION:** The Vendor/manufacturer must install all internal options or accessories placed on the purchase order with any business computer system or other electronic device purchased from this bid. Cost of equipment set-up and installation (including the removal of all debris) should be shown as an option. The cost of loading customized software/images provided by the purchasing entity must be included in the bid response as an option. Alabama Standard Image must be offered as an option. See Section III.1 on Alabama Standard Image.

**I.10. CONTRACT PUBLICATION:** The awarded Vendor may also want to provide and maintain a secure internet website dedicated to the State containing current contact information and a complete product offering of only the awarded products with contract pricing to facilitate sales to governmental entities covered by this contract. Vendor should update this website in a timely manner so the agencies may benefit from substitutions required for any equipment updates.

**I.11. SUBSTITUTIONS:** Substitutions of discontinued product(s) by products equal to or greater than in function and equal to or less than in price will be allowed whenever the product(s) being replaced is/are no longer in production and the new product(s) is/are being added by the manufacturer for the categories bid. Awarded Vendor must notify the State by email of any discontinuance of products as early as possible. The State will determine the equivalency or validity. . Changes to the contract will not be made during the last thirty days of the contract period. Prior to publishing, the awarded Vendor must obtain the approval of the Division of Purchasing and ISD on the requested changes. Submit any requested changes by email to State Purchasing; Attention Jaeri Ellis, [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov) .

**I.12. PRODUCT OFFERINGS:** If a promotional package of contract items is offered, the awarded Vendor must immediately present it to the State for consideration. Product promotional packages may be considered if the package contains only items on State contract and are offered at a reduced price. The State will not file for rebate(s); therefore, the Vendor must offer and bill the State at the new discounted price of the applicable offering. Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount. Promotional or spot discount is permissible as long as the product meets the catalog specifications and the percentage discount is greater than the percentage off discount price. Such promotional or spot discounts must be offered to all purchasers using this contract.

**I.13. UPDATING CATALOG:** Additions will be allowed as new products are added to the manufacturer's catalog for the categories and products lines included in this bid. The awarded vendor may request changes to the catalog including options and accessories by submitting the requested changes by e-mail to State Purchasing; Attention: Jaeri Ellis. All changes must be approved by ISD and the Division of Purchasing prior to being offered or published.

**I.14. TECHNICAL DOCUMENTATION/LITERATURE:** Prior to contract award, if requested the awarded Vendor must provide complete technical documentation/literature supporting the products offered in the catalog being bid upon request. Reference to technical documentation/literature on the manufacturer's website will not satisfy this requirement.

**I.15. ADDITIONAL INFORMATION:** Any additional information requested from a bidder must be furnished within five (5) working days. Vendors failing to respond promptly may be disqualified from this bid.

**I.16. ITB AMENDMENT AND CANCELLATION:** The State reserves the unilateral right to amend this ITB in writing at any time. The State also reserves the right to cancel or reissue the ITB at its sole discretion. Any changes or modifications to this ITB will be made by a written addendum issued by the Department of Finance's Division of Purchasing. Vendors shall respond to the final written ITB and any exhibits, attachments, and addendums.

## SECTION II

### AWARD, SUPPORT AND FINANCIAL INFORMATION

**II.1. AWARD:** The Award will be made to the responsible bidder meeting all the specifications and requirements of this ITB that provides the highest percentage discount off the MSRP for the manufacturer's category bid. The highest percentage discount will be determined by using a weighted score for each category. The weighing factors will be announced at the bid opening for each category.

The bid with the highest weighted discount will be evaluated to determine if the ITB meets all the qualifications, specifications and requirements of this ITB. The highest rank ITB that meets all the qualifications, specifications and requirements of this ITB will have its references interviewed using a structured interview. The award will be made to the highest rank bidder that meets all the qualifications, specifications and requirements of this ITB including references.

In the event that the bid with the highest weighted discount is disqualified, the evaluation process will continue with the next highest weighted discount bid until the bidder meeting all specifications and requirements is identified for each manufacturer category identified in this ITB.

The awarded vendor will be held to the percentage discount off MSRP bid for each of the individual product lines or categories bid as a percentage discount. The awarded vendor shall not offer a percentage discount less than the percentage discount bid.

**II.2. DELIVERY TERMS:** Awarded Vendor must deliver all purchase order items within 30 calendar days after receipt of order (ARO). Awarded Vendor must deliver to the address shown on the purchase order. All items ordered from this contract must be delivered with all freight charges paid by the Vendor. Inside delivery is required. The State will not pay handling charges or other fees added to Vendor invoices.

**II.3. PRICING INFORMATION:** The pricing discount must not be predicated upon any temporary, seasonal or other promotional discount offers. If the equipment manufacturer supports employee discounts, employees of entities eligible to purchase from this contract will be eligible to purchase computer products from the manufacturer using the employee discount. The awarded vendor may offer employees of entities eligible to purchase from this contract the same contract discount rate. The vendor may limit employee discount quantities for an individual employee.

**II.4. QUANTITY:** The exact quantity of purchases for each product on this solicitation is not known. The State Division of Purchasing does not guarantee that the State will buy any amount. Orders will be placed by agencies as needed and will give complete shipping instructions. Minimum order amounts are not applicable to this bid.

**II.5. PRIME CONTRACTOR RESPONSIBILITIES:** Awarded Vendor is responsible for delivery and warranty service for all equipment, operating software, options and accessories, etc. regardless whether or not the Vendor is the original manufacturer. The Vendor must identify the manufacturer of all items, including options and accessories in their bid. The Vendor must be the sole point of contact regarding contractual matters, including performance of services,

warranties, and the payment of any and all charges resulting from contract obligations. Awarded Vendor must be totally responsible for all obligations of each order.

## **II.6. SERVICE INFORMATION/VENDOR REQUIREMENTS**

**TECHNICAL SUPPORT:** All bids must contain information concerning warranty period. The Vendor awarded the bid is responsible for providing access to staff and support offices with qualified technicians that have adequate, readily available parts; and provide unlimited (at no charge) dedicated telephone technical support accessible toll free, on a 24 X 7 basis.

**1. Warranty Period:** The manufacture's standard parts and labor warranty must be provided for all products bid. The agency will not incur any shipping cost associated with return for repair and return of repaired units. The warranty period will begin 30 calendar days from ship date or the first day following acceptance/installation of all items whichever comes first. Bidder must provide warranty coverage for the duration of the warranty period.

**2. Use Warranty:** Bidder must provide manufacturer's warranty and must use a manufacturer authorized warranty service provider. Manufacturer authorized warranty/service provider(s) must provide service coverage area for the entire state of Alabama and provide service response within 24 hours. Awarded Vendor must, at its expense establish a process to facilitate the repair/replacement of all defective items to the satisfaction of the State. Hot swap, repair or replace must be done at no cost to the purchasing entity as long as the product is under warranty. The awarded vendor is solely responsible to the State to facilitate warranty fulfillment.

**3. Warranty Hours:** Awarded Vendor must provide standard warranty service from 8:00am - 5:00pm Central Time Monday-Friday.

**4. Replacement Parts:** All parts and components utilized in the repair of equipment must be new, or in the case where the terms of the manufacturer's warranty includes the use of refurbished or reconditioned parts, these parts must be warranted by the manufacturer to cover the business computer's original or extended warranties.

**5. Peripheral Components:** All products supplied from the contract established from award of this ITB must be received with all applicable interface cables, power cords, installation and user manuals, driver software, and any other applicable items required for successful operation. The Vendor will be responsible for providing any missing components at their expense.

Violation of these requirements in any manner without the express written consent of Information Services Division and State Purchasing will result in notification to the Vendor to correct all such discrepancies within five (5) workdays of notice. If the situation is not corrected or the violation occurs again during the term of the contract, the State may elect to cancel the contract with thirty (30) days notice.

## SECTION III

### TECHNICAL SPECIFICATIONS

#### **III.1. GENERAL REQUIREMENTS FOR BUSINESS COMPUTERS**

**MANUFACTURERS COMPLETE CATALOG** – Vendors must submit a complete manufacturers catalog for each of the categories and product lines bid including options and accessories.

The “discounted bid price” is calculated by multiplying the “Percent off MSRP” by the MSRP and subtracting the result from the MSRP:

$$\text{“Discounted Bid Price”} = \text{MSRP} - (\text{MSRP} \times \text{“Percent Off MSRP”})$$

**OPTIONS / ACCESSORIES** – Vendors must include a complete line of options and accessories in the catalog for the product categories or product lines listed in Table 1 on Attachment A.

**NO TRIAL SOFTWARE.**

**FULL DISK ENCRYPTION** – If offered, must at a minimum conform to State of Alabama encryption policies and standards with non-proprietary encryption management software. Encryption policies and standards can be found at:  
<http://cybersecurity.alabama.gov/PoliciesStandards.aspx>

**ALABAMA STANDARD CONFIGURATIONS:** - The Alabama Department of Finance, Information Services Division may establish up to three standard configurations or specifications for each category and product line including accessories. The awarded vendor must support and offer the Alabama Standard Configurations to state entities.

**ALABAMA STANDARD IMAGE** – The Alabama Department of Finance, Information Services Division may establish a standard image for each of the categories and product lines. When requested by state agencies as an option, the awarded vendor must offer and use the standard image

**III.2. EQUIPMENT MANUFACTURERS** – Vendors must enter their percentage discount off MSRP bid for each and every Product Line for the manufacturer bid. This percentage must apply to all products in the manufacturer’s entire catalog of business products for each of the Product Lines specified in Table 1 on Attachment A. **Failure to provide required manufacturer information/documentation, or complete Attachment A as required will result in the ITB being disqualified.**



**Attachment A****Vendor's Bid Sheet*****Instructions:***

**1) MSRP Level:** Vendors must bid a current Manufacturer's Suggested Retail Price (MSRP) as published on the manufacturer's website. The MSRP level bid must be a recognized, standard MSRP from the manufacturer as of the bid submission date such as Internet List Price. The MSRP Level bid will remain in effect for the duration of the contract and renewals.

**2) Percentage Discount off specified MSRP:** Vendors must enter their percentage discount off bid for each product line for the manufacturer's category bid. This percentage must apply to all products in the manufacturer's entire catalog of business products for each of the Product Lines bid below in Table 1. A Bidder must bid all product lines within the bid category being bid if available from the manufacturer. If an category is not being bid, use "no bid" or "NB" or otherwise indicate that a category is not being bid.

**Table 1**  
**APPLE Catalog Bid**

Category	Product Lines	Percent off MSRP
<b>PC</b>	Laptops/Notebooks	%
	Tablets/Slates	%
	Desktops	%
	Workstations	%
	Monitors/Displays	%
	Computer Accessories and Options	%
<b>Servers</b>	Standard or express Servers	%
	Enterprise Servers	%
	Server Accessories and Options	%

**END OF ITB**



INVITATION TO BID NO: 2249303      ADDENDUM NO: 02

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID ADDENDUM

FOR:      PC'S / SERVERS - APPLE  
         \* RE-BID \*

REQ. AGENCY                   : 999999  
                                  PURCHASING DIVISION  
AGENCY REQ. NO.             :  
T-NUMBER                     : T530  
DATE ISSUED                 : 09/24/13  
VENDOR NO.                  :  
VENDOR PHONE NO.          :  
SNAP REQ. NO.               : 1504918  
BUYER NAME                  : JAERI ELLIS  
BUYER PHONE NO.            : (334) 242-7259

BID MUST BE RECEIVED BEFORE:  
DATE: 10/15/13    TIME: 5:00    PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 10/16/13    TIME: 10:00    AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF  
(INVITATION TO BID NUMBER 2249303    )

CORRECT VERBIAGE ON LINES 00001 AND 00002 TO READ:  
"PLACE DISCOUNT LEVELS ON "ATTACHMENT A" AND IN SPACES ABOVE"  
NO PRICING IS REQUIRED IN THE "UNIT PRICE" COLUMN

THERE IS NO ADDENDUM 01 TO THIS RE-BID.

!! THIS ADDENDUM MUST BE SIGNED AND RETURNED IN DUPLICATE !!  
JE

\* \* \* \* \*    END OF ADDENDUM    \* \* \* \* \*

STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT, IF INDICATED, IT MUST BE SIGNED IN INK AND  
RETURNED WITH THE BID OR SEPARATELY, PROPERLY IDENTIFIED AND RECEIVED PRIOR TO  
DATE AND TIME SPECIFIED.

ADDENDUM NOTARIZATION  
NOT REQUIRED

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

\_\_\_\_\_  
MAIL ADDRESS

\_\_\_\_\_  
TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PHONE INCLUDING AREA CODE